

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Section K Incorporated By Reference

Section K, Representations, Certifications shall be deemed incorporated by reference in the contract.

H.2 Interpretation or Modification

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his/her designed, authorized representative, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this Contract.

H.3 Access to FAA Property and Facilities

(a) The effort required to be accomplished under this contract may require the contractor to perform work at facilities operated by the FAA. The contractor, therefore, will be granted ingress and egress at the specific sites where the effort is to be performed. Access to a site shall be coordinated with the FAA COTR and CO.

(b) While contractor personnel are at a site, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the contractor has access at all times will be in the custody of the FAA and will not be considered "FAA Property" or facilities furnished to the contractor.

(c) The contractor shall require that all contractor personnel who perform work at FAA facilities wear FAA identification badges that clearly identify individuals as contractor employees.

(d) The FAA reserves the right to issue DOT identification badges to contractor employees. If DOT badges are required, they will be issued in accordance with DOT procedures.

(e) If it is brought to the attention of the FAA that any contractor or subcontractor employee working on this contract does not comply with the rules and regulations of the site, the contractor will be advised in writing by the Contracting Officer and access to the FAA facilities may be denied or withdrawn for that employee.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.4 Indemnity (Government Negligence Excepted)

The Contractor shall be responsible for and shall indemnify and hold the Government harmless in connection with any loss or liability from damage to or destruction of property (including Government furnished property) or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by the Contractor's performance of work under this contract, unless such damage, destruction, injury or death is caused solely by the active negligence of the Government's employees, agents, or representatives. The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed on Government premises in whole, or in part. This clause does not apply to accidents caused by defects or deficiencies in supplies delivered under this contract.

H.5 Personal Services

No personal services shall be performed under this contract. No Contractor employees will be directly supervised by the Government. The applicable Contractor Supervisor shall give contractor employee's assignments and daily work direction. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, The Contractor shall promptly notify the Contracting Officer of this communication or actions.

The Contractor shall not perform any inherently Government actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf on the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they contract, the contractor employee shall state that they have no authority, in any way, to change the contract. IF the other Contractor believes this communication to be a direction to change the contract, they should notify the Contracting Officer for that contract and not carry out the direction until clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's right in any way under any other provision of the contract including those related to the Government's right to inspect can accept the service to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.6 Confidentiality of Data and Information

The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the government obtained under conditions which restrict the government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions of such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer unless the /government has made the data and information available to the public; and
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.
 - (a) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, organization so long as it remain proprietary.
 - (b) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract, an agreement in writing which shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") receiving in connection with the work under this contract.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

(c) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting in the unauthorized use or disclosure of third party data or software by the Contract, its employees, subcontractors, or agents.

(d) The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exception from this requirement for individual subcontract in the event that:

The contractor considers the application of the prohibition of this provisions to be inappropriate and unnecessary in the case of a particular subcontract;

The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;.

Use of an alternate subcontract source would unreasonably detract from the quality of effort; and;

The Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(e) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restrictions.

H.7 Release and Dissemination of Information

The Contractor shall not publish, permit to be published or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract with prior written consent of the Contracting Officer. Except as required by law or regulation, the Contractor shall issue no news release, public announcement or advertising material concerning this contract without prior written consent of the CO. Two (2) copies of any material proposed to be published or distributed shall be submitted to the CO and National COTR for review 30 calendar days prior to publication.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H. 8 Purchase of Equipment and/or Supplies

The Contractor shall obtain prior written approval from the CO for any equipment, supplies or services procurement which has a total value of five hundred dollars (\$500.00). The Contractor shall provide with the request a business analysis of the proposed purchase including item description, quantity required, reason for purchase, method of purchase (competitive or non-competitive), names of sources reviewed or solicited for price comparison purposes, quoted prices, rational for sole-selection, place of delivery (end user), and transportation charges, if any. The Contractor shall not exceed the CLIN amount for Other Direct Costs (ODCs) within the performance period without written approval from the CO.

H.9 Qualifications of Employees

LABOR CATEGORIES, FUNCTIONS, AND QUALIFICATIONS

Labor Category	Functions	Qualifications
Program Manager	Acts as the overall lead, manager and administrator for the contract effort. Serves as the primary interface with government program representatives on high-level technical and program/project issues. Supervises program/project operations by developing procedures, planning and directing execution of the technical, programmatic, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and assignment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.	A Master's Degree in Engineering, Operations Research, Statistics or Business Administration from an accredited college or university and fifteen years (15) of related work experience to the function description of which at least ten years must be specialized in air traffic management related work. Specialized experience includes air traffic project development from inception to deployment for projects such as separations standards reductions and changes, safety analysis, and participation in panels and working groups to determine strategies for developing and implementing airspace enhancements.
Air Traffic Control Specialist	Provides technical and operational work experience involving ATC that includes experience as an air traffic controller in ARTCC, TRACON, tower facilities/operations, or Traffic Management Unit experience. Requires a minimum of ten years of experience in air traffic control as a controller or area supervisor. Reviews safety documents from an ATC Specialist perspective.	Shall have a Bachelors degree and 15 years experience as a FAA or US Military certified full-performance level air traffic controller in an operational or 20 years of direct technical and operational ATC experience. Previous work experience must include in-depth NAS system knowledge. Training course development and training experience, either classroom or on-the-job is a plus.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

LABOR CATEGORIES, FUNCTIONS, AND QUALIFICATIONS

Labor Category	Functions	Qualifications
Documentation Specialist	Individual shall be responsible for maintenance of technical files and documents. Designs, develops, and troubleshoots, data evaluation tools such as Access Databases. Works with other members of the project team to identify content needs, develop interface tools, and data evaluation architecture	Shall have a bachelor's degree with at least one course related to technical writing and be capable of performing technical document editing, and writing technical minutes and memos. OR Have two (2) years experience in an office environment with demonstrated skill sets to maintain policy/standard operating procedures, coordinate staff activities, and create meeting minutes and official correspondence.
SR Instructional Systems Designer	Develop, revise, and validate training products using Instructional System Design (ISD) process. Direct large instructional development programs, including online learning course development.	Requires at least 10 years of experience in developing curriculums and instructional materials using the ISD process. An MS or PHD in I Instructional Systems Technology, Education Human Factors, or a related discipline is required. Professional experience is commensurate with a formal graduate degree. Incumbents must have excellent oral and written communication skills; an ability to direct senior-level developers on ISD teams; experience with MSOffice software applications, computer-based training authoring languages, and graphics application software programs.

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

LABOR CATEGORIES, FUNCTIONS, AND QUALIFICATIONS

Labor Category	Functions	Qualifications
SR Mathematician/ Statistician	Requires thorough understanding of advanced mathematics, statistics, and operations research. Performs complex systems analysis and quantitative evaluation of CNS/ATM systems. Participates in engineering and scientific problem analysis of CNS/ATM system design. Develops and delivers technical reports, briefings, charts, graphs, modeling, and related documentation.	A Bachelor of Science Degree in Mathematics or Physics from an accredited college or university and fifteen (15) years of related experience, or a Masters Degree in Mathematics or Physics from an accredited college or university and ten (10) years of related job experience, or a Ph.D. in Mathematics or Physics from an accredited college or university and five (5) years of related job experience.
JR Mathematician/ Statistician	Requires understanding of mathematics, statistics, and operations research. Performs systems analysis and quantitative evaluation of CNS/ATM systems. Participates in engineering and scientific problem analysis of CNS/ATM system design. Participated in the development of technical reports, briefings, charts, graphs, modeling, and related documentation.	A Bachelor of Science Degree in Mathematics or Physics from an accredited college or university and five (5) years of related experience.
SR Safety Engineer	Applies safety engineering principles to investigate, analyze, plan, design, develop, test, evaluate and implement CNS/ATM systems. Reviews and prepares safety engineering and technical analysis reports, change proposals, and other technical documentation. Applies safety engineering principles to perform functions such as system integration, configuration management, and quality assurance testing. Analyzes, designs, develops, tests, evaluates and implements functional requirements of CNS/ATM systems. Additional duties include: <ul style="list-style-type: none"> Facilitating SMS and review safety data for completeness from a safety engineering perspective 	A Bachelor of Science Degree in Engineering, Math or Physics from an accredited college or university and fifteen (15) years of related experience, or a Masters Degree in Engineering, Computer Science, Math or Physics from an accredited college or university and ten (10) years of related experience.

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

LABOR CATEGORIES, FUNCTIONS, AND QUALIFICATIONS

Labor Category	Functions	Qualifications
	<ul style="list-style-type: none"> • Reviewing NCPs from a safety engineering perspective • Reviewing and contributing to the development of ATO-S SMS policy documentation from a safety engineering perspective • Reviewing waivers for completeness from a safety engineering perspective • Contributing to research papers 	
JR Safety Engineer	<p>Applies safety engineering principles to investigate, analyze, plan, design, develop, test, evaluate and implement CNS/ATM systems. Analyzes, designs, develops, tests, evaluates and implements functional requirements of CNS/ATM systems. Additional duties include:</p> <ul style="list-style-type: none"> • Reviewing SRMDs and SRMDMs for completeness from a safety engineering perspective • Reviewing NCPs from a safety engineering perspective • Reviewing and contributing to the development of ATO-S SMS policy documentation from a safety engineering perspective • Reviewing waivers for completeness from a safety engineering perspective • Contributing to research papers 	A Bachelor of Science Degree in Engineering, Computer Science, Computer Information Systems, Math or Physics from an accredited college or university.
Safety Management Specialist	<p>Applies safety management principles to investigate, analyze, plan, design, develop, test, evaluate and implement CNS/ATM systems. Reviews and prepares engineering and technical analysis reports, change proposals, and other technical documentation. Applies expertise to perform functions such as system integration, configuration management, and quality assurance testing. Analyzes, designs, develops, tests, evaluates and implements functional requirements of CNS/ATM systems. Develop SMS policy documentation. Additional duties include:</p> <ul style="list-style-type: none"> • Developing SMS Training materials 	A Bachelor of Science Degree in Engineering, Computer Science, Math, Physics or Safety Management from an accredited college or university and five (5) years of related experience, or a Masters Degree in Engineering, Computer Science, Math, Physics, Aeronautical Science, or Safety Management, from an accredited college or university.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

LABOR CATEGORIES, FUNCTIONS, AND QUALIFICATIONS

Labor Category	Functions	Qualifications
	and packages and safety awareness materials (e.g., brochures, DVD's, etc) • Teaching SMS Training	
Program Analyst, Sr.	Aid the SMS Directorate in developing and updating products required to support full implementation of the SMS and Safety Culture Initiatives. Provide project and programmatic support to meetings, forums, etc, for proposed changes to the SMS process. Assist in developing mechanisms necessary for the SMS Implementation processes and updates to these processes. Assist in support the assessment of National Airspace Changes in the application of safety risk management. Work with other members of the project team to identify content needs , develop interface tools, and data evaluation architecture.	A Bachelors degree from an accredited college or university and 10 years experience in project management and/or Safety Management.
Program Analyst, Jr.	Aid the SMS Directorate in developing and updating products required to support full implementation of the SMS and Safety Culture Initiatives. Provide project and programmatic support to meetings, forums, etc, for proposed changes to the SMS process. Assist in developing mechanisms necessary for the SMS Implementation processes and updates to these processes. Assist in support the assessment of National Airspace Changes in the application of safety risk management.	A Bachelors degree from an accredited college or university and 5 years experience in project management, project coordination, and /or Safety Management or 10 years of related job experience.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.10 Qualifications Review

Throughout performance of this contract, the Contractor shall present qualification credentials and resumes to the FAA. The FAA will review resumes of personnel to ensure that the personnel assigned meet the minimum requirements of the labor category proposed. Final determination rests with the CO with input from the COTR. Depending on the labor category, the CO or COTR will provide written comments, if any, within ten (10) calendar days of receipt of qualifications. The Contractor may proceed with the hiring process in the absence of a response from the FAA after fifteen (15) calendar days.

H.11 AMS Clause 3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are/is:

Program Manager
Safety Management Specialist
Safety Engineer
Air Traffic Control Specialist

H.12 AMS 3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 12 months of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 20 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.13 Level of Effort/Hours

During the performance of this contract, the contractor shall provide not less than 90 percent or nor more than 110 percent of the estimated hours specified as the “total” below. The fixed fee is based upon furnishing a level of effort within the range of the “total” notwithstanding an allowance for a greater variance from the specified level and specific category.

	<u>Base Period</u>	<u>Option Period I</u>	<u>Option Period II</u>	<u>Option Period III</u>	<u>Option Period IV</u>
Total Hours	51,700	51,700	51,700	51,700	51,700

H.14 Small Business/Small Disadvantaged Business/Women-owned Small Business Subcontracting Goals

The Contractor, if not a Small Business, must establish the following below listed subcontracting goals in their subcontracting plan, submitted in accordance with AMS Clause 3.6.1-4, “Small, Small-Disadvantaged and Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan.”

Work shall be allocated at least twenty-five (25) percent of the contract dollar value to small businesses over the full life of the contract. This twenty-five (25) percent of the contract dollar value to be allocated to small businesses is further broken down 10% small disadvantaged, 5% women-owned and 3% service disabled veteran owned."

The small business and disadvantaged Business Subcontracting Plan, (to be completed after award), if required, is deemed acceptable by the Contracting Officer and is hereby incorporated into this contract.

H.15 Control Over Subcontractor Data

The contractor shall control the generation, receipt, approval, storage, and delivery of subcontractor data. The contractor shall ensure that subcontractor data meets all the engineering, logistics, and technical requirements of the contract.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.16 Subcontractors/Consultants

Before employment of any additional subcontractors/consultants under this contract, the Contractor shall obtain consent from the Contracting Officer. The Contracting Officer has sole responsibility for approving subcontracts and consulting agreements. In requesting such consent, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not limited to, the name or names of individuals under consideration, extent of proposed employment, the unexecuted subcontract document, potential conflict of interest and the rate of reimbursement.

The Contractor is authorized to use the following subcontractors or consultants in performance of this effort:

H.17 Restrictions on Printing and Duplication

(1) The congressional Joint Committee on Printing has directed that Contractors providing equipment and services shall not be prime sources of printing for Government agencies. However, duplicating of reports, data, or other written material is authorized provided that the material produced does not exceed (i) 5,000 production units or any one page and (ii) 25,000 production units in the aggregate when multiple pages are involved. Thus duplicating by the Contractor is not permitted under any circumstance if more than one color is involved, if contract negatives are involved, or if the pages exceed the maximum size of 10-3/4 x 14-1/4 inches.

(2) These restrictions do not preclude the writing, editing, and preparation of a manuscript or reproducible copy or coincidental printing (such as forms or instruction material) required by or used in connection with the performance of this contract.

(3) When printed material required to be furnished under this contract exceeds the production units limits or is otherwise not permitted as specified in paragraph (a) above, the Contractor shall furnish such material as unjustified clear typed text on one side only. Line drawings and photographs, will be suitable as camera-ready copy for offset printing.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.18 Observance of Legal Holidays and Administrative Leave

Contractor personnel shall not be required to work on holidays, unless directed by the Contracting Officer's Representative. The following is a list of U.S. Federal holidays:

- New Year's Day, January 1
- Martin Luther King's birthday, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25
- Any other day designated by Federal statute, executive order, or Presidential proclamation.

Adverse weather conditions or national emergencies may require the facility to reduce its personnel requirements to only those who are operationally necessary. The FAA will not pay the Contractor compensation for such days of reduced staffing. In the event a national emergency requires Contractor assistance on national holidays, notification will be made by the Contracting Officer's Representative.

H.19 Government Property

Government property is all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property that is subsequently made available to the contractor. Except as otherwise stated, the government will provide the following government furnished property for performance of this contract: Laptops/computing equipment to facilitate access to government computer systems on a as needed basis with appropriate justification.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.20 Warranty

Notwithstanding the provisions of AMS clauses 3.10.4.2 and 3.10.4.3, Inspection of Supplies--Cost Reimbursement (April 1996) and Inspection of Services--Both Fixed-Price & Cost Reimbursement respectively, supplies and services accepted by the Government are warranted by the Contractor to be free from any defects in workmanship and are also warranted to be in conformity with contract requirements. The contractor shall provide the normal manufacturer's/vendors warranties associated with this type of acquisition/purchase. The warranties shall be effective at the time of the Government's receipt of the equipment/service, if applicable for two (2) years after receipt.